

PTO/SB/21 (02-04)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office, U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

<b>TRANSMITTAL FORM</b>  <small>(to be used for all correspondence after initial filing)</small>	Application Number	10/665,189	<b>RECEIVED</b>  <b>CENTRAL FAX CENTER</b>  <b>FEB 18 2005</b>
	Filing Date	September 18, 2003	
	First Named Inventor	Alan Kay Snell	
	Art Unit	3761	
	Examiner Name	Keshia L. Gibson	
Total Number of Pages in This Submission	12	Attorney Docket Number	1032.005

ENCLOSURES (Check all that apply)		
<input type="checkbox"/> Fee Transmittal Form <input type="checkbox"/> Fee Attached <input type="checkbox"/> Amendment/Reply <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) <input type="checkbox"/> Extension of Time Request <input type="checkbox"/> Express Abandonment Request <input type="checkbox"/> Information Disclosure Statement  <input type="checkbox"/> Certified Copy of Priority Document(s) <input type="checkbox"/> Reply to Missing Parts/Incomplete Application <input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53	<input type="checkbox"/> Drawing(s) <input type="checkbox"/> Licensing-related Papers <input type="checkbox"/> Petition <input type="checkbox"/> Petition to Convert to a Provisional Application <input checked="" type="checkbox"/> Power of Attorney, Revocation <input type="checkbox"/> Change of Correspondence Address <input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Request for Refund <input type="checkbox"/> CD, Number of CD(s) _____ <input type="checkbox"/> Landscape Table on CD	<input type="checkbox"/> After Allowance Communication to TC <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input type="checkbox"/> Proprietary Information <input type="checkbox"/> Status Letter <input type="checkbox"/> Other Enclosure(s) (please identify below):
Remarks This correspondence includes Transmittal Form PTO/SB/21 (1 page); 37 C.F.R. sec. 3.73(b) Statement and Power of Attorney (11 pages).		
SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT		
Firm Name	Tillman Ivson, PLLC, P.O. Box 471581, Charlotte, NC 28247	
Signature	<i>Brian D. MacDonald</i>	
Printed name	Brian D. MacDonald	
Date	February 18, 2005	Reg. No. 54,288

CERTIFICATE OF TRANSMISSION/MAILING		
I hereby certify that this correspondence is being facsimile transmitted to the USPTO or deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below:		
Signature	<i>Phyllis L. Dunham</i>	
Typed or printed name	Phyllis L. Dunham	Date February 18, 2005

This collection of information is required by 37 CFR 1.5. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to 2 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appl. No. : 10/665,169  
Inventor : Alan Kay Snell  
Filed : September 18, 2003  
TC/AU : 3761  
Examiner : Keshia L. Gibson

Confirmation No. 6319

Docket No. : 1032.005  
Customer No. : 36790

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**36790**  
customer number

## 37 C.F.R. §3.73(b) STATEMENT AND POWER OF ATTORNEY

The Assignee for the above-identified U.S. patent application (hereinafter "Patent Application"), and the invention disclosed therein, hereby states pursuant to 37 C.F.R. §3.73(b) that the Assignee is the sole owner of the Patent Application to the exclusion of each inventor thereof.

The Assignee establishes its ownership by submission herewith of one or more assignment documents establishing that Assignee possesses all rights, title, and interest in and to the Patent Application. As the established owner of the Patent Application, the Assignee hereby invokes its right to conduct prosecution of the Patent Application to the exclusion of each named inventor.

The Assignee further hereby appoints the Attorneys and Patent Agents of Tillman Ivсан, PLLC, associated with Customer Number 36790 in the records of the U.S. Patent & Trademark Office and as updated from time to time, to prosecute the Patent Application and to transact all business in the U.S. Patent & Trademark Office connected therewith.

All correspondence in this case should be directed to the same Customer Number.

The Assignee hereby declares that no other person or entity is authorized to take any action before the U.S. Patent & Trademark Office with respect to the Patent Application. The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the Assignee.

DIAPEROOS, LLC

By Its Manger: ENVENTYS, LLC

By:

  
LOUIS FOREMAN  
LLC Manager

2-11-05  
Date

## QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS

WHEREAS,

ALAN KAY SNEEL  
2550 Barberry Lane  
Idaho Falls, Idaho 83402

(hereinafter "Assignor") has or may have invented certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

U.S. Patent Application Serial No. 60/451,433, entitled "A METHOD FOR MINIATURIZING A DIAPER BY FOLDING AND VACUUM SEALING" filed with Alan Snell as the inventor on March 4, 2003 and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

U.S. Patent Application Serial No. 10/665,169, entitled "PACKAGED DIAPER, RELATED ACCESSORIES AND PACKAGING SYSTEM" filed with Alan Snell as the inventor on September 9, 2003, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

International Patent Application Serial No. PCT/US04/029286, entitled "PACKAGED DIAPER, RELATED ACCESSORIES AND PACKAGING SYSTEM" filed with Alan Snell as the inventor on September 7, 2004, and any amendments, national stage applications, continuations, continuations-in-part, divisionals, or re-examinations thereof, and any and all patents that issue therefrom; and

Any reissue patents or extensions of any patents referred to above,

(hereinafter "Applications and Patents"); and

WHEREAS,

SHB, LLC  
c/o Paul W. Hess, Esq.  
Strong & Hammi  
3 Triad Center, Suite 500  
Salt Lake City, Utah 84070

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Inventions and the Applications and Patents, and in, to, and under any and all patents that may be obtained for the Inventions, together with all rights corresponding thereto, and is desirous of acquiring the entire right, title and interest in, to, and under any and all contractual agreements pertaining thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under:

- The Inventions, and all present and future Applications and Patents, including all subject matter disclosed therein and any and all other intellectual property of Mr. Alan Kay Snell related thereto;
- Any and all other applications for patent for the Inventions filed in any and all countries;
- Any and all patents that may be obtained for the Inventions in any and all countries;

- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing;
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement; and
- Any and all contractual rights and obligations whatsoever arising from any and all agreements pertaining to any of the foregoing, including the right to royalties,

(hereinafter collectively "Invention Rights").

#### FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this quitclaim/assignment of the Invention Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose, including as proof of the right of Assignee to claim the benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Director of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 7<sup>th</sup> day of January, 2005

Alan Kay Sneel (seal)  
ALAN KAY SNEEL

Andrea L. Chamberlain  
Witness #1 Signature

Andrea L. Chamberlain  
Witness #1 Name (print)

1178 Clarence Dr  
Witness #1 Address Line 1

Idaho Falls, ID 83402  
Witness #1 Address Line 2

Kirsten Fredrickson  
Witness #2 Signature

Kirsten Fredrickson  
Witness #2 Name (print)

1178 Clarence Dr  
Witness #2 Address Line 1

Idaho Falls, ID 83402  
Witness #2 Address Line 2

#### NOTARIZATION

State of IDAHO

County of BONNEVILLE

United States of America

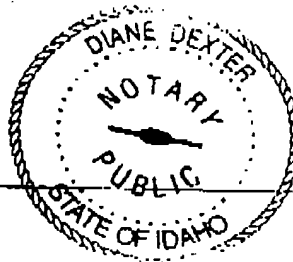
On this 7<sup>th</sup> day of JANUARY, 2005, personally appeared

MR. ALAN KAY SNEEL before me, to me known and known to me to be the person described as Assignor in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above.

Diane Dexter  
Notary Public

My Commission Expires: 4.10.2006

Residing at Idaho Falls, ID



## ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and applications as set forth above.

This the 7<sup>th</sup> day of JANUARY, 2005

SHB, LLC

By:

ALAN KAY SNELL  
LLC Manager

(seal)

Andrea Chamberlain  
Witness #1 Signature

Andrea Chamberlain  
Witness #1 Name (print)

1178 Clarence Dr  
Witness #1 Address Line 1

Idaho Falls, ID 83402  
Witness #1 Address Line 2

Rene Fredericks  
Witness #2 Signature

Rene Fredericks  
Witness #2 Name (print)

85 Main St  
Witness #2 Address Line 1

Idaho Falls ID 83401  
Witness #2 Address Line 2

## NOTARIZATION

State of IDAHO

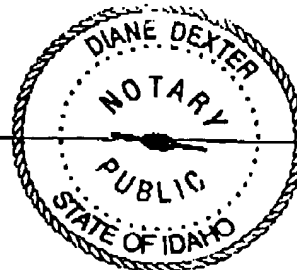
County of NEW BONNEVILLE  
United States of America

On this 7<sup>th</sup> day of JANUARY, 2005, personally appeared

MR. ALAN KAY SNELL before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignee.

Diane Dexter  
Notary Public

My Commission Expires: 4-10-2006  
Residing at Idaho Falls, ID



State of UtahCounty of Bohannville

}

}ss.

On this 7<sup>th</sup> day of January, 2005, before me, a Notary Public in and for said state, personally appeared Alan Rhy Small known or identified to me to be the Managing Member in the Limited Liability Company known as SHB, LLC who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Diane Dwyer  
Notary Public for the State of Utah  
Residing at: Idaho Falls  
Commission Expires: 4-10-2006

**QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS**

WHEREAS,

**SHB, LLC**  
c/o Paul W. Hess, Esq.  
Strong & Hanni  
3 Triad Center, Suite 500  
Salt Lake City, Utah 84070

(hereinafter "Assignor") has acquired the entire right, title and interest in, to, and under certain new and useful improvements and/or designs (hereinafter "Inventions"), for a full description of which reference is here made to:

**U.S. Patent Application Serial No. 60/451,433**, entitled "A METHOD FOR MINIATURIZING A DIAPER BY FOLDING AND VACUUM SEALING" filed with Alan Snell as the inventor on March 4, 2003 and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

**U.S. Patent Application Serial No. 10/665,169**, entitled "PACKAGED DIAPER, RELATED ACCESSORIES AND PACKAGING SYSTEM" filed with Alan Snell as the inventor on September 9, 2003, and any amendments, continuations, continuations-in-part, divisionals or re-examinations thereof, and any and all patents that issue therefrom;

**International Patent Application Serial No. PCT/US04/029286**, entitled "PACKAGED DIAPER, RELATED ACCESSORIES AND PACKAGING SYSTEM" filed with Alan Snell as the inventor on September 7, 2004, and any amendments, national stage applications, continuations, continuations-in-part, divisionals, or re-examinations thereof, and any and all patents that issue therefrom; and

Any reissue patents or extensions of any patents referred to above,

(hereinafter "Applications and Patents"); and

WHEREAS,

**DIAPEROOS, LLC** (a North Carolina Limited Liability Company)  
c/o Enventys, LLC (its manager)  
520 Elliot Street, Suite 200  
Charlotte, North Carolina 28202

(hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in, to, and under the Inventions and the Applications and Patents, and in, to, and under any and all patents that may be obtained for the Inventions, together with all rights corresponding thereto, and is desirous of acquiring the entire right, title and interest in, to, and under any and all contractual agreements pertaining thereto;

NOW, THEREFORE, to all whom it may concern, be it known that, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to quitclaim, sell, assign, transfer and convey, and by these presents does hereby quitclaim, sell, assign, transfer and convey, unto Assignee any and all right, title, and interest in, to and under

- The Inventions, and all present and future Applications and Patents, including all subject matter disclosed therein and any and all other intellectual property of SHB related thereto;



- Any and all other applications for patent for the Inventions filed in any and all countries;
- Any and all patents that may be obtained for the Inventions in any and all countries;
- Any reissue, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part and the like of any of the foregoing;
- Any past or present right or cause of action arising there under, including the right to sue for patent infringement;
- Any and all rights, title and interest received by SHB under the "QUITCLAIM/ASSIGNMENT OF INVENTION RIGHTS" executed by Mr. Alan Kay Snell; and
- Any and all contractual rights and obligations whatsoever arising from any and all agreements pertaining to any of the foregoing, including the right to royalties,

(hereinafter collectively "Invention Rights").

#### FURTHERMORE,

Assignor hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with Assignee, at Assignee's expense, in the preparation and prosecution of any application included within the Invention Rights and in the prosecution or defense of any interference, opposition, or other proceeding that may arise in connection with any application or patent included within the Invention Rights and, further, to execute and deliver to Assignee any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by Assignee for the purpose of implementing this quitclaim/assignment of the Invention Rights.

Assignor hereby authorizes and empowers Assignee to invoke and claim for any application or patent included within the Invention Rights the benefit of any rights to which Assignor might be entitled under international law or under the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from Assignor.

Assignor hereby consents and agrees that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any particular country for any purpose, including as proof of the right of Assignee to claim the benefit of the right of priority.

Assignor covenants and agrees that this Assignment and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of Assignee, without further written or oral authorization from Assignor.

Assignor hereby authorizes and requests the Director of Patents of the United States Patent and Trademark Office to issue any patent included within the Inventions Rights to Assignee.

[Signature Pages Follow]

This the 7<sup>th</sup> day of JANUARY, 2005

SHB, LLC

By

Alan Kay Snell  
ALAN KAY SNELL  
LLC Manager

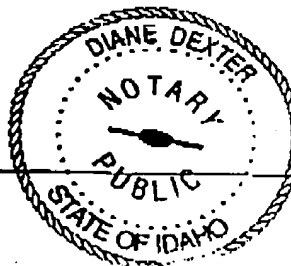
(seal)

Andrea Chamberlain  
Witness #1 SignatureAndrea Chamberlain  
Witness #1 Name (print)1178 Clarence Dr  
Witness #1 Address Line 1Idaho Falls, ID 83402  
Witness #1 Address Line 2Kirrie Fredericksen  
Witness #2 SignatureKirrie Fredericksen  
Witness #2 Name (print)85 Mead  
Witness #2 Address Line 1Idaho Falls ID 83401  
Witness #2 Address Line 2

## NOTARIZATION

State of IDAHOCounty of COUNTY  
United States of AmericaOn this 7<sup>th</sup> day of January, 2005, personally appeared

MR. ALAN KAY SNELL before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Assignor.

Diane Dexter  
Notary PublicMy Commission Expires: 11-10-2006Residing at: Idaho Falls, ID

## ACCEPTANCE BY ASSIGNEE

The Assignee hereby accepts the assignment of the invention and applications as set forth above.

This the 18<sup>th</sup> day of January, 2005

DIAPEROOS, LLC

By Its Manager: ENVENTYS, LLC

By:

[Signature]  
LOUIS FOREMAN  
LLC Manager

(seal)

[Signature]  
Witness #1 Signature

Todd Stancornbe  
Witness #1 Name (print)

6915 Ancient Oak Lane  
Witness #1 Address Line 1

Charlotte, NC 28277  
Witness #1 Address Line 2

[Signature]  
Witness #2 Signature

Ryan Gorman  
Witness #2 Name (print)

5000 Hardison Rd  
Witness #2 Address Line 1

Charlotte, NC 28226  
Witness #2 Address Line 2

## NOTARIZATION

State of North Carolina

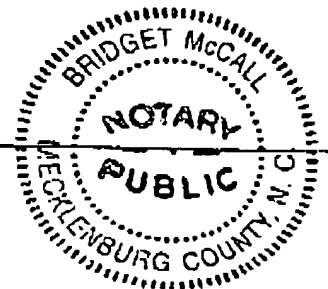
County of Mecklenburg  
United States of America

On this 18<sup>th</sup> day of January, 2005, personally appeared

MR. LOUIS FOREMAN before me, to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged the same to be his/her free act and deed in and for the purposes set forth above, and who acknowledged that he/she had the authority to sign on behalf of the Manager of the Assignee.

[Signature]  
Notary Public

My Commission Expires: Aug 23, 2005



State of Idaho )  
County of Bonneville ) ss.

On this 7th day of January, 2005, before me, a Notary Public in and for said state, personally appeared Alan Ray Snell known or identified to me to be the Managing Member in the Limited Liability Company known as SHB, LLC who executed the foregoing instrument, and acknowledged to me that he executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sianna R. Smith  
Notary Public for the State of Idaho  
Residing at: Idaho Falls  
Commission Expires: 4.10.2006